

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W56MES-4176-1202		PAGE 1 OF 29	
2. CONTRACT NO. W911XK-04-P-0092		3. AWARD/EFFECTIVE DATE 25-Aug-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W911XK-04-T-0072	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VERNARD L MOORE				b. TELEPHONE NUMBER (No Collect Calls) 313 226-6433	
9. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027 TEL: (313) 226-5148 FAX: (313) 226-2209		CODE W911XK		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: 6 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR M & E LANDSCAPING LLC N3351 COUNTY B KEWAUNEE WI 54216 TEL. (920) 388-3719		CODE 3W2S7 FACILITY CODE 3W2S7		18a. PAYMENT WILL BE MADE BY U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,880.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE W911XK-04-T-0072 <input checked="" type="checkbox"/> OFFER DATED 17-Aug-2004 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sharon A. Lawrence		31c. DATE SIGNED 25-Aug-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHARON A LAWRENCE / ADDED BY SUMI TEL: (313) 226-6421 EMAIL: S			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

GENERAL INFORMATION

This purchase order is for lawn maintenance services for the U.S. Army Corps of Engineers, Detroit, Kewaunee Area office locations in Wisconsin. The lawn service requirement is for one (1) base year and four (4) option year performance periods. Option year work period will begin approx. mid April and end approx. mid November. Exercise of option performance periods will be at the discretion of the government.

Note: Applicable wage determination number 94-2575 Rev (20) Area: WI, Green Bay is hereby incorporated in full text into this purchase order award.

SPECIFICATIONS

DESCRIPTION/SPECIFICATIONS

1. **PROJECT DESCRIPTIONS AND INFORMATION.** Location – The various sites are located on the Government owned property near and/or along Lake Michigan in Door and Kewaunee Counties in Wisconsin. These locations are denoted on the attached “Mowing Maps” which are marked with the location of all landscape maintenance operations. Only the site at the Kewaunee Area Office yard has a restricted access, therefore work/access at this site shall be coordinated with the Kewaunee Area Office at Kewaunee, Wisconsin.
2. **WORKING HOURS.** Hours – normal working hours for the contractor shall be between the hours of 6:30 a.m. to 5:00 p.m., Monday through Friday, except as specifically approved in advance by the Contracting Officer’s Representative. The contractor shall observe major federal holidays during the mowing season and no work on site will be permitted on any area denoted with restricted access.
3. **DAMAGE OR LOSS OF CONTRACTOR’S PROPERTY.** The contractor is responsible for taking the action necessary to protect all contractor property and the personal property of contractor employees from loss, damage or theft. The government assumes no responsibility for theft, damage, and etc. of the above.
4. **RESTORATION OF LANDSCAPE DAMAGE.** The contractor shall restore all landscape features damaged during mowing and/or trimming operations. Such restoration will be in accordance with the plan submitted for approval by the Contracting Officer’s Representative. This work will be accomplished at the contractor’s expense.
5. **INVOICES.** Invoices shall be prepared monthly and submitted in duplicate to the Contracting Officers Representative, Kewaunee Area Office, 124 North Main Street, Kewaunee, Wisconsin 54216-1041. Each invoice shall contain the following information: Contract number, description of work, quantity of work completed, unit price and extended totals. The invoice, unprocessed, shall be returned to the contractor for resubmittal if the above instructions are not complied with.
6. **SCOPE.** The work will consist of furnishing all labor, materials and equipment necessary to mow and trim grass, weeds, tree/brush sprouts in restricted and unrestricted areas along fences, building, sidewalks, roadways and other structures on government property adjacent to the disposal facilities and/or channels, as indicated on the mowing maps, Attachment 1 – “Mowing Maps”. Unless otherwise indicated on the

attached maps, mowing and trimming will be performed to the edge of the denoted areas. (Note: Along certain areas of the CDF's, a sharp drop in elevation will cause some difficulty in using standard mowers, and possibly will require hand trimming. Likewise, these areas which also contain riprap shore protection and those areas along the fence lines, lock walls and dam abutments will sprout and produce growth of a more woody or brushy nature which will require use of a hand weed trimmer.

7. **MOWING REQUESTS.** Mowings and trimmings will be accomplished when directed in writing by the Contracting Officer's Representative. This directive will be in the form of a mowing request directed to the contractor, which will authorize the contractor to mow and trim any/all the locations at one or more of the designated areas. The mowing request may also state the sequence in which these locations are to be mowed with the stated time limitations listed below applicable.
8. **TIME LIMITATION.** The contractor will be allowed a minimum of three (3) and a maximum of five (5) working days, (exclusive of Saturdays, Sundays and Federal Holidays) to accomplish the mowings of the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal. The contractor will be allowed a minimum of one (1) and a maximum of two (2) working days, (exclusive of Saturdays, Sundays, and Federal Holidays) to accomplish the mowing of the Kewaunee Area Office yard with the starting and completion dates are critical in the performance of this portion of the contract. If work cannot be commenced on the starting date, the contractor shall provide notification to the Contracting Officer's Representative. Delays in service requiring an extension to the completion date due to inclement weather or conditions beyond the contractor's control may only be extended with the approval of the Contracting Officer's Representative.
9. **MOWING FREQUENCY.** It is estimated that two (2) mowings each will be performed at the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal and twelve (12) mowings the Kewaunee Area Office facility before 15 November 2004. For option years, it is estimated that the following mowings will be performed each year; five (5) at Sturgeon Bay, three (3) at the Kewaunee CDF, and twenty-five (25) at the Kewaunee Area Office facility; however, more or less may be required due to climatic conditions.
10. **EQUIPMENT.** The contractor shall use mowing equipment, such as lawn and garden tractors; push mowers, weed eaters, and other power-mowing equipment, and/or manually operated tools. Riding type mowers may be used where practical, however, turf type flotation tires or other approved type tires will be required to prevent tearing up of the turf. Contractor may be held accountable for re-turfing if equipment causes gouging or plowing. Hand mowing equipment shall be required to mow all areas inaccessible to a riding mower. Equipment used for trimming shall be either powered or manually operated, and adequate to provide close trimming. All equipment must be operated in such a manner as to not cause damage to Government property.
11. **MOWING REQUIREMENTS.** Before each mowing, the contractor shall pick up all litter, trash, limbs and other debris and remove it from the area. Mowing in all areas shall be accomplished in a manner that will prevent tearing up or scalping the turf and the vegetation shall be cut to a height of not more than four (4) nor less than two (2) inches above the ground at the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal and shall be cut to a height of not more than three (3) nor less than one and one-half (1-1/2) inches above the ground at the Kewaunee Area Office yard as directed in the mowing request. Vegetation shall be cut to a uniform height and each pass of the mower shall overlap the previous pass so that no strips or uncut vegetation will result. If for any reason strips or uncut vegetation remain in the mowed area, the strips will be removed, even though it may be several days before the strips are visible. Mower clippings shall not be allowed to pile up or windrow and shall be evenly or uniformly distributed throughout the mowing area. Mowing with farm-type tractors shall not be performed because if the ground is so wet that the mowing operations will cause rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment listed above. Mulching type mowers will be allowed, however, any accumulation of grass clippings left on the lawn surface shall be distributed as specified above. All areas that cannot be cut with mowers shall be hand cut, pulled or trimmed. No line type trimmer shall be used to trim around unprotected small or young plants or trees. Mowing and trimming shall be done at approximately the same

time, but in no case shall they be further apart than two (2) days. Clippings and trimmings shall be cleaned off roadways, parking lots, sidewalks and concrete abutments, etc. after each mowing. Any damage to trees or shrubbery caused by mowing or trimming shall be restored at the contractor's expense as specified in paragraph RESTORATION of LANDSCAPE DAMAGE.

12. LEAF REMOVAL (Kewaunee Area Office yard only). When directed, the contractor shall pick up by raking, mulching, or other means, all leaf coverage of the mowing areas and place it in refuse containers or remove it from the area with such work considered as an extra mowing.
13. PAYMENT. Work performed as prescribed by these specifications and as directed by each mowing request, shall be paid for at the unit price specified in the contract. No payment shall be made until the site has been inspected and accepted by the Contracting Officers Representative. The unit price shall be full compensation for performance of all work as specified.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004.	12	Each	\$71.00	\$852.00
0002	LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN, BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004 IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.	2	Each	\$174.00	\$348.00
0003	LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	2	Each	\$340.00	\$680.00
0004 OPTION	OPTION YEAR (1) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.	25	Each	\$73.13	\$1,828.25

0005 OPTION	OPTION YEAR (1) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.	3	Each	\$179.22	\$537.66
0006 OPTION	OPTION YEAR (1) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IIN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	5	Each	\$340.00	\$1,700.00
0007 OPTION	OPTION YEAR (2) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.	25	Each	\$75.32	\$1,883.00
0008 OPTION	OPTION YEAR (2) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA , KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.	3	Each	\$184.60	\$553.80
0009 OPTION	OPTION YEAR (2) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTYIIN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	5	Each	\$345.00	\$1,725.00

0010 OPTION	OPTION YEAR (3) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.	25	Each	\$77.58	\$1,939.50
0011 OPTION	OPTION YEAR (3) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.	3	Each	\$190.14	\$570.42
0012 OPTION	OPTION YEAR (3) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	5	Each	\$350.00	\$1,750.00
0013 OPTION	OPTION YEAR (4) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.	25	Each	\$79.91	\$1,997.75
0014 OPTION	OPTION YEAR (4) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSINIIN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.	3	Each	\$195.84	\$587.52

0015 OPTION	OPTION YEAR (4) LAWN MAINTENANCE SERVICES BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.	5	Each	\$355.00	\$1,775.00
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	13-NOV-2004	12	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	
0002	13-NOV-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	13-NOV-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004	15-NOV-2005	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0005	15-NOV-2005	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006	15-NOV-2005	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0007	13-NOV-2006	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0008	13-NOV-2006	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0009	13-NOV-2006	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0010	13-NOV-2007	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0011	13-NOV-2007	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	

0012	13-NOV-2007	5	(SAME AS PREVIOUS LOCATION) FOB: Destination
0013	13-NOV-2008	25	(SAME AS PREVIOUS LOCATION) FOB: Destination
0014	13-NOV-2008	3	(SAME AS PREVIOUS LOCATION) FOB: Destination
0015	13-NOV-2008	5	(SAME AS PREVIOUS LOCATION) FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 2520001TVD076050 NA 96203
AMOUNT: \$852.00

AB: 96X31230000 082427 2520001VDT017760
AMOUNT: \$348.00

AC: 96X49020000 082427 2520001TNSNA NA 96203
AMOUNT: \$680.00

CLAUSES INCORPORATED BY REFERENCE

52.212-3	Offeror Representations and Certification--Commercial Items	JAN 2004
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JUN 2004
52.217-8	Option To Extend Services	NOV 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

WAGE DETERMINATION

94-2575 WI, GREEN BAY

WAGE DETERMINATION NO: 94-2575 REV (20) AREA: WI, GREEN BAY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2576

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2575
William W. Gross Division of	Revision No.: 20
Director Wage Determinations	Date Of Revision: 05/27/2004

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State: Wisconsin

Area: Wisconsin Counties of Brown, Calumet, Door, Florence, Fond Du Lac, Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

—
Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

10.78

01012 - Accounting Clerk II

11.90

01013 - Accounting Clerk III

13.74

01014 - Accounting Clerk IV

15.44

01030 - Court Reporter

12.57

01050 - Dispatcher, Motor Vehicle

14.63

01060 - Document Preparation Clerk

11.12

01070 - Messenger (Courier)

9.36

01090 - Duplicating Machine Operator

11.12

01110 - Film/Tape Librarian

9.83

01115 - General Clerk I

7.25

01116 - General Clerk II

8.64

01117 - General Clerk III

10.54

01118 - General Clerk IV

12.70

01120 - Housing Referral Assistant

14.68

01131 - Key Entry Operator I

8.14

01132 - Key Entry Operator II

10.24

01191 - Order Clerk I

10.63

01192 - Order Clerk II

13.24

01261 - Personnel Assistant (Employment) I

8.58

01262 - Personnel Assistant (Employment) II

10.23

01263 - Personnel Assistant (Employment) III

12.22

01264 - Personnel Assistant (Employment) IV

14.25

01270 - Production Control Clerk

16.49

01290 - Rental Clerk

9.57

01300 - Scheduler, Maintenance

11.45

01311 - Secretary I
11.45
01312 - Secretary II
12.57
01313 - Secretary III
14.68
01314 - Secretary IV
16.97
01315 - Secretary V
20.66
01320 - Service Order Dispatcher
13.32
01341 - Stenographer I
11.09
01342 - Stenographer II
13.31
01400 - Supply Technician
16.97
01420 - Survey Worker (Interviewer)
10.83
01460 - Switchboard Operator-Receptionist
10.18
01510 - Test Examiner
12.57
01520 - Test Proctor
12.57
01531 - Travel Clerk I
11.08
01532 - Travel Clerk II
11.95
01533 - Travel Clerk III
12.83
01611 - Word Processor I
10.22
01612 - Word Processor II
11.88
01613 - Word Processor III
13.77
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
10.43
03041 - Computer Operator I
12.15
03042 - Computer Operator II
14.64
03043 - Computer Operator III
16.98
03044 - Computer Operator IV
20.61
03045 - Computer Operator V
24.03
03071 - Computer Programmer I (1)
17.08

03072 - Computer Programmer II (1)
20.87
03073 - Computer Programmer III (1)
24.54
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
21.56
03102 - Computer Systems Analyst II (1)
25.41
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
12.15
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
16.33
05010 - Automotive Glass Installer
15.19
05040 - Automotive Worker
15.19
05070 - Electrician, Automotive
15.85
05100 - Mobile Equipment Servicer
14.04
05130 - Motor Equipment Metal Mechanic
16.33
05160 - Motor Equipment Metal Worker
15.19
05190 - Motor Vehicle Mechanic
15.53
05220 - Motor Vehicle Mechanic Helper
13.39
05250 - Motor Vehicle Upholstery Worker
14.70
05280 - Motor Vehicle Wrecker
15.19
05310 - Painter, Automotive
15.85
05340 - Radiator Repair Specialist
15.19
05370 - Tire Repairer
13.57
05400 - Transmission Repair Specialist
16.33
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
8.08
07010 - Baker
9.46
07041 - Cook I
9.44

07042 - Cook II
10.69
07070 - Dishwasher
6.90
07130 - Meat Cutter
12.31
07250 - Waiter/Waitress
7.39
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
15.85
09040 - Furniture Handler
11.92
09070 - Furniture Refinisher
15.85
09100 - Furniture Refinisher Helper
13.39
09110 - Furniture Repairer, Minor
14.70
09130 - Upholsterer
15.85
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
8.97
11060 - Elevator Operator
8.97
11090 - Gardener
11.10
11121 - House Keeping Aid I
8.10
11122 - House Keeping Aid II
8.91
11150 - Janitor
9.60
11210 - Laborer, Grounds Maintenance
10.29
11240 - Maid or Houseman
8.10
11270 - Pest Controller
11.02
11300 - Refuse Collector
9.60
11330 - Tractor Operator
10.47
11360 - Window Cleaner
10.29
12000 - Health Occupations
12020 - Dental Assistant
12.10
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
10.93
12071 - Licensed Practical Nurse I
11.91

12072 - Licensed Practical Nurse II
13.36
12073 - Licensed Practical Nurse III
14.95
12100 - Medical Assistant
11.60
12130 - Medical Laboratory Technician
13.60
12160 - Medical Record Clerk
10.69
12190 - Medical Record Technician
13.54
12221 - Nursing Assistant I
8.00
12222 - Nursing Assistant II
8.99
12223 - Nursing Assistant III
9.81
12224 - Nursing Assistant IV
11.01
12250 - Pharmacy Technician
12.19
12280 - Phlebotomist
12.36
12311 - Registered Nurse I
17.16
12312 - Registered Nurse II
20.99
12313 - Registered Nurse II, Specialist
20.99
12314 - Registered Nurse III
25.39
12315 - Registered Nurse III, Anesthetist
25.39
12316 - Registered Nurse IV
30.43
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
17.99
13011 - Exhibits Specialist I
15.26
13012 - Exhibits Specialist II
19.00
13013 - Exhibits Specialist III
23.18
13041 - Illustrator I
15.44
13042 - Illustrator II
19.13
13043 - Illustrator III
23.41
13047 - Librarian
21.19

13050 - Library Technician
10.83
13071 - Photographer I
12.14
13072 - Photographer II
14.43
13073 - Photographer III
17.97
13074 - Photographer IV
21.92
13075 - Photographer V
25.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
8.87
15030 - Counter Attendant
8.87
15040 - Dry Cleaner
9.89
15070 - Finisher, Flatwork, Machine
8.87
15090 - Presser, Hand
8.87
15100 - Presser, Machine, Drycleaning
8.87
15130 - Presser, Machine, Shirts
8.87
15160 - Presser, Machine, Wearing Apparel, Laundry
8.87
15190 - Sewing Machine Operator
10.49
15220 - Tailor
11.45
15250 - Washer, Machine
10.07
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
18.29
19040 - Tool and Die Maker
19.15
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
14.88
21020 - Material Coordinator
16.49
21030 - Material Expediter
16.49
21040 - Material Handling Laborer
10.92
21050 - Order Filler
11.13
21071 - Forklift Operator
13.85

21080 - Production Line Worker (Food Processing)
14.17
21100 - Shipping/Receiving Clerk
12.35
21130 - Shipping Packer
12.35
21140 - Store Worker I
13.16
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
13.88
21210 - Tools and Parts Attendant
13.99
21400 - Warehouse Specialist
13.99
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
17.59
23040 - Aircraft Mechanic Helper
15.27
23050 - Aircraft Quality Control Inspector
19.42
23060 - Aircraft Servicer
16.81
23070 - Aircraft Worker
17.37
23100 - Appliance Mechanic
15.85
23120 - Bicycle Repairer
13.57
23125 - Cable Splicer
22.73
23130 - Carpenter, Maintenance
17.15
23140 - Carpet Layer
15.98
23160 - Electrician, Maintenance
21.27
23181 - Electronics Technician, Maintenance I
16.59
23182 - Electronics Technician, Maintenance II
22.45
23183 - Electronics Technician, Maintenance III
24.85
23260 - Fabric Worker
16.17
23290 - Fire Alarm System Mechanic
18.49
23310 - Fire Extinguisher Repairer
15.44
23340 - Fuel Distribution System Mechanic
19.76
23370 - General Maintenance Worker
15.26

23400 - Heating, Refrigeration and Air Conditioning Mechanic
16.82
23430 - Heavy Equipment Mechanic
17.88
23440 - Heavy Equipment Operator
19.48
23460 - Instrument Mechanic
17.45
23470 - Laborer
9.60
23500 - Locksmith
17.44
23530 - Machinery Maintenance Mechanic
19.01
23550 - Machinist, Maintenance
16.44
23580 - Maintenance Trades Helper
13.39
23640 - Millwright
22.01
23700 - Office Appliance Repairer
17.70
23740 - Painter, Aircraft
15.85
23760 - Painter, Maintenance
15.85
23790 - Pipefitter, Maintenance
20.78
23800 - Plumber, Maintenance
18.23
23820 - Pneudraulic Systems Mechanic
18.49
23850 - Rigger
18.49
23870 - Scale Mechanic
16.90
23890 - Sheet-Metal Worker, Maintenance
18.06
23910 - Small Engine Mechanic
15.19
23930 - Telecommunication Mechanic I
18.16
23931 - Telecommunication Mechanic II
18.78
23950 - Telephone Lineman
18.16
23960 - Welder, Combination, Maintenance
16.33
23965 - Well Driller
17.96
23970 - Woodcraft Worker
18.49

23980 - Woodworker
14.04
24000 - Personal Needs Occupations
24570 - Child Care Attendant
8.74
24580 - Child Care Center Clerk
11.41
24600 - Chore Aid
8.57
24630 - Homemaker
15.31
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
18.29
25040 - Sewage Plant Operator
19.09
25070 - Stationary Engineer
18.29
25190 - Ventilation Equipment Tender
14.69
25210 - Water Treatment Plant Operator
19.09
27000 - Protective Service Occupations
(not set) - Police Officer
19.91
27004 - Alarm Monitor
11.65
27006 - Corrections Officer
16.50
27010 - Court Security Officer
16.73
27040 - Detention Officer
16.50
27070 - Firefighter
15.25
27101 - Guard I
9.32
27102 - Guard II
10.44
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
16.90
28020 - Hatch Tender
16.90
28030 - Line Handler
16.90
28040 - Stevedore I
14.61
28050 - Stevedore II
15.75
29000 - Technical Occupations
21150 - Graphic Artist
18.30

29010 - Air Traffic Control Specialist, Center (2)
29.36
29011 - Air Traffic Control Specialist, Station (2)
20.24
29012 - Air Traffic Control Specialist, Terminal (2)
22.29
29023 - Archeological Technician I
14.61
29024 - Archeological Technician II
16.32
29025 - Archeological Technician III
20.23
29030 - Cartographic Technician
20.68
29035 - Computer Based Training (CBT) Specialist/ Instructor
18.74
29040 - Civil Engineering Technician
21.56
29061 - Drafter I
11.78
29062 - Drafter II
13.67
29063 - Drafter III
16.25
29064 - Drafter IV
20.23
29081 - Engineering Technician I
12.47
29082 - Engineering Technician II
14.91
29083 - Engineering Technician III
18.49
29084 - Engineering Technician IV
24.93
29085 - Engineering Technician V
29.03
29086 - Engineering Technician VI
33.70
29090 - Environmental Technician
17.66
29100 - Flight Simulator/Instructor (Pilot)
25.41
29160 - Instructor
18.46
29210 - Laboratory Technician
14.48
29240 - Mathematical Technician
20.23
29361 - Paralegal/Legal Assistant I
12.83
29362 - Paralegal/Legal Assistant II
15.98

29363 - Paralegal/Legal Assistant III
19.47
29364 - Paralegal/Legal Assistant IV
23.66
29390 - Photooptics Technician
20.05
29480 - Technical Writer
21.56
29491 - Unexploded Ordnance (UXO) Technician I
18.66
29492 - Unexploded Ordnance (UXO) Technician II
22.57
29493 - Unexploded Ordnance (UXO) Technician III
27.05
29494 - Unexploded (UXO) Safety Escort
18.66
29495 - Unexploded (UXO) Sweep Personnel
18.66
29620 - Weather Observer, Senior (3)
16.31
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
13.72
29622 - Weather Observer, Upper Air (3)
13.72
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
13.39
31260 - Parking and Lot Attendant
9.53
31290 - Shuttle Bus Driver
12.06
31300 - Taxi Driver
10.37
31361 - Truckdriver, Light Truck
16.85
31362 - Truckdriver, Medium Truck
10.96
31363 - Truckdriver, Heavy Truck
11.44
31364 - Truckdriver, Tractor-Trailer
16.85
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
8.69
99030 - Cashier
7.54
99041 - Carnival Equipment Operator
9.79
99042 - Carnival Equipment Repairer
9.92
99043 - Carnival Worker
7.84

99050 - Desk Clerk
 14.98
 99095 - Embalmer
 19.05
 99300 - Lifeguard
 9.80
 99310 - Mortician
 19.72
 99350 - Park Attendant (Aide)
 12.31
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 10.02
 99500 - Recreation Specialist
 12.10
 99510 - Recycling Worker
 11.65
 99610 - Sales Clerk
 10.27
 99620 - School Crossing Guard (Crosswalk Attendant)
 8.57
 99630 - Sport Official
 9.80
 99658 - Survey Party Chief (Chief of Party)
 20.00
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 11.68
 99660 - Surveying Aide
 15.27
 99690 - Swimming Pool Operator
 13.17
 99720 - Vending Machine Attendant
 11.62
 99730 - Vending Machine Repairer
 13.17
 99740 - Vending Machine Repairer Helper
 11.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.